


INVITATION TO BID STATE OF LOUISIANA DEPT PUBLIC SAFETY & CORRECTIONS PUBLIC SAFETY SERVICES		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">JUN 08, 2010 02:00 PM</div> PURCHASING AGENCY NO. : 418121
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. : SOLICITATION : 2240045 FILE NO. : OPENING DATE : 06/08/10</p> </div> <div style="border: 1px solid black; height: 80px; margin-top: 10px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<div style="border: 1px solid black; padding: 5px;"> <p>SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">02:00 PM</div> <div style="display: flex; justify-content: space-between;"> 2240045 06/08/10 </div> PUBLIC SAFETY SERVICES PURCHASING SECTION 7979 INDEPENDENCE, STE 304 P O BOX 66614 BATON ROUGE, LA 70896-6614 </p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> BUYER : TAMMY R CARTER BUYER PHONE : (225) 925-4962 DATE ISSUED : 05/21/10 REQ. AGENCY : 790855 </div> <div style="text-align: right;">FOLD HERE--></div> </div> <p style="text-align: center; font-weight: bold;">PUBLIC SAFETY SERVICES</p> <div> AGENCY REQ. NO. : ISIS REQ. NO. : 1331234 VENDOR PHONE : FISCAL YEAR : 11 CLASS/SUBCLASS : 91027 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER : </div> </div>
STATE POLICE JESTC/GARBAGE DUMPSTER FOR ALL OF JESTC COMPOUND		
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">TO BE COMPLETED BY VENDOR</div> <ol style="list-style-type: none"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 		
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">INSTRUCTIONS TO BIDDERS</div> <ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____. 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 001WEEKS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 		
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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<p>1 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE? YES _____</p> <p>SPECIFY LINE NUMBER(S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____</p> <p>_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES _____ NO _____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>2 THIS BID MAY BE RETURNED VIA FAX NUMBER (225) 922-2854</p> <p>3 INSURANCE REQUIREMENTS:</p> <p>COMPENSATION INSURANCE, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE AS LISTED BELOW ARE REQUIRED AND PROOF OF INSURANCE CERTIFICATION SHOULD BE INCLUDED IN THIS BID.</p> <p>CONTRACTOR'S COMPENSATION AND LIABILITY INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED UNDER THIS PARAGRAPH AND SUCH INSURANCE HAS BEEN APPROVED BY THE OWNER.</p> <p>(A) COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGE IN HAZARDOUS WORK UNDER THIS CONTRACT AT THE SITE OF THE PROJECT IS NOT PROTECTED UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>(B) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS</p>			

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LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

(C) LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

4

WASTE DISPOSAL SPECIFICATIONS

WASTE DISPOSAL SERVICE TO BE FURNISH FOR THE STATE OF LOUISIANA, PUBLIC SAFETY SERVICES, OFFICE OF STATE POLICE, JESTC SECTION, ZACHARY, LA 70791, LA, FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING JULY 1, 2010, AND ENDING JUNE 30, 2011.

THIS CONTRACT SHALL BE IN STRICT ACCORDANCE WITH SPECIFICATIONS AND SPECIAL CONDITIONS CONTAINED HEREIN.

UNIT REQUIRED: FIVE (5) 8-CUBIC YARD CONTAINERS, FRONT LOAD TYPE, EMPTIED TWO(2) TIMES PER WEEK ON A DAY TO BE DETERMINED BY THE AGENCY.

ALL PRICES QUOTED SHALL BE FIRM FOR THE ENTIRE CONTRACTUAL PERIOD.

SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT MAY BE CANCELED UPON WRITTEN NOTICE. NOTIFICATION OF NON-PERFORMANCE WILL BE AS FOLLOWS:

FIRST NOTICE WILL BE VERBAL
SECOND NOTICE WILL BE IN WRITING
THIRD NOTICE WILL BE WRITTEN NOTICE OF "INTENT TO CANCEL"

THIS CONTRACT MAY BE CANCELED WITHOUT CAUSE UPON WRITTEN NOTICE OF "INTENT TO CANCEL" THIRTY (30) DAYS PRIOR TO DISCONTINUANCE OF SERVICE.

DUE TO FISCAL YEAR CONSTRAINTS, FUNDING MAY BE UNAVAILABLE FOR PAYMENT OF SERVICES NOT PERFORMED PRIOR TO THE END OF PURCHASE ORDER PERIOD. VENDOR WILL BE NOTIFIED IN WRITING THIRTY (30) DAYS PRIOR TO ISSUANCE OF CHANGE ORDER.

COMPENSATION INSURANCE, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE ARE REQUIRED AND PROOF OF INSURANCE CERTIFICATION ARE REQUIRED.

THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT THAT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA, DEPARTMENT OF PUBLIC SAFETY, PROCUREMENT AND WAREHOUSING OFFICER TO INCREASE OR DECREASE THE QUANTITIES LISTED AT THE SAME PRICES AND TERMS STATED HEREIN.

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ALL TERMS AND CONDITIONS STATED IN THE INVITATION TO BID SHALL APPLY TO THIS PRUCHASE ORDER.

A FIFTY (\$50.00) DOLLAR PENALTY WILL BE ACCESSED FOR EACH PICKUP THAT IS MISSED.

CONTRACT ARRANGEMENTS:

- GARBAGE PICK UP SHALL BE REQUIRED AS SPECIFIED ON ATTACHED BID FORM. HOURS OF COLLECTION MUST BE APPROVED BY APPROPRIATE AGENCY OFFICIALS TO CONFORM TO THEIR SCHEDULES.
- GARBAGE PICK UP SHALL INCLUDE ALL AREAS NECESSARY FOR SUITABLE, ADEQUATE AND CONVENIENT SERVICE FOR THE AGENCY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING LOADING AREAS IN A REASONABLE CLEAN AND SANITARY CONDITION AT ALL TIMES IN A MANNER ACCEPTABLY TO THE AGENCY. ALL CONTAINERS MUST BE WASHED REGULARLY SO THAT THEY ARE CLEAN AT ALL TIMES. THE CONTRACTOR WILL BE REQUIRED TO POLICE OR CLEAN UP ANY PAPER OR GENERAL TRASH IN THE IMMEDIATE VICINITY OF THE CONTAINERS.
- THE AGENCY RESERVES THE RIGHT TO ASSESS A PENALTY AGAINST THE SUCCESSFUL BIDDER ON ANY OCCASION WHEN THE GARBAGE PICKUP IS NOT SATISFACTORY, WHEN THE GARBAGE PICKUP IS NOT COMPLETED FOR ALL STATIONS.
- CONTRACTOR WILL BE REQUIRED TO USE ONLY LOUISIANA STATE BOARD OF HEALTH APPROVED LANDFILL SITES TO DISPOSE OF REFUSE. THE LANDFILL SITE WILL NOT BE PROVIDED BY THE AGENCY.

CONTAINERS:

- THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE NECESSARY CONTAINERS AS SPECIFIED ON ATTACHED BID.
- THE CONTAINERS MUST BE INSURED, MUST BE WATER TIGHT, MUST BE FITTED WITH A PROPERLY HINGED LID AND MUST MEET LOUISIANA STATE BOARD OF HEALTH STANDARD.
- THE BOTTOMS OF THE CONTAINERS ARE TO BE CONSTRUCTED OF NO LESS THAN 10 GAUGE APPROPRIATE METAL, THE SIDES OF NO LESS THAN 12 GAUGE APPROPRIATE METAL AND THE TOPS OF NO LESS THAN 14 GAUGE APPROPRIATE METAL.
- THE LIDS OF ALL CONTAINERS MUST HAVE APPROPRIATE HANDLES AND MUST BE CONSTRUCTED SO THAT INSECTS CANNOT ENTER THE CLOSED CONTAINER.

EQUIPMENT:

- THE CONTRACTOR MUST PICK UP ALL GARBAGE IN AN APPROPRIATE GARBAGE TRUCK SUITABLE TO THE TYPE OF CONTAINER USED. A "SUITABLE GARBAGE TRUCK" MEANS THE GARBAGE TRUCK MUST BE SPECIFICALLY AND SOLELY FOR THE PURPOSE OF PICKING UP THE

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<div><div></div><div><p>GARBAGE AND THE TRUCK MUST BE WATER TIGHT. FURTHER, THE TRUCK MUST BE APPROVED BY THE LOUISIANA STATE BOARD OF HEALTH AND MUST PASS FEDERAL AS WELL AS PUBLIC SAFETY SERVICES STANDARDS.</p><p>2. CONTRACTOR MUST SHOW PROOF OF BACKUP EQUIPMENT TO THE SATISFACTION OF APPROPRIATE AGENCY OFFICIALS.</p><p>GENERAL SPECIFICATIONS:</p><p>1. ALL CONTAINERS PLACED AT THE AGENCY BY THE CONTRACTOR MUST BE ADEQUATELY INSURED AS THE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY WHATSOEVER FOR THE CONTAINERS. THE CONTRACTOR IS WARNED THAT HE MUST ASSUME THE NECESSARY LIABILITY FOR DAMAGES AND INJURY TO THE PROPERTY AND EMPLOYEES OF THE AGENCY WHEN HIS MOVING EQUIPMENT, CONTAINERS AND PERSONNEL ARE PRESENT AT THE AGENCY LOCATION.</p><p>2. THE AGENCY WILL MAKE PAYMENT BY CHECK TO THE CONTRACTOR ON A MONTHLY BASIS. UNDER NO CIRCUMSTANCES WILL THE AGENCY MAKE PAYMENTS IN ADVANCE FOR SERVICES AND ALL CHECKS WILL BE MADE PAYABLE TO THE CONTRACTOR AT THE END OF EACH CALENDER MONTH.</p><p>3. THIS CONTRACT SHALL NOT BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR TO ANY SUBCONTRACTOR, OR ANY PARTY OR PARTIES DURING THE TERM OF THE CONTRACTOR.</p><p>VENDOR WILL ONLY BE PAID FOR THE DAYS THAT THE SERVICES PERSONNEL ACTUALLY APPEAR AT THE SPECIFIED LOCATION AND PERFORM SERVICE SPECIFIED. MONTHLY PAYMENTS WILL BE PRORATED TO THE EXACT NUMBER OF DAYS WORKED.</p><p>5 AT THE OPTION OF THE DEPARTMENT OF PUBLIC SAFETY AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS STATED HEREIN.</p></div></div>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: PUBLIC SAFETY SERVICES OFFICE OF STATE POLICE JESTC - STATE POLICE 1400 W IRENE ROAD ZACHARY , LA 70791</p> <p>COMMODITY CODE: 910-27-000000</p> <p>BLANKET ORDER AGREEMENT TO PROVIDE WASTE DISPOSAL SERVICE FOR THE STATE OF LOUISIANA, PUBLIC SAFETY SERVICES, OFFICE OF STATE POLICE-JESTC, 1400 WEST IRENE ROAD, ZACHARY, LA 70791 FOR TWELVE (12) MONTHS BEGINNING JULY 1, 2010, AND ENDING JUNE 30, 2011.</p> <p>UNIT REQUIRED: SEVEN (7) 8-CUBIC YARD, FRONT TYPE CONTAINERS TO BE EMPTIED TWO (2) TIMES A WEEK AT THE DRIVING TRACK DAYS OF WEEK TO BE DETERMINED BY AGENCY.</p> <p>SUCCESSFUL VENDOR SHOULD CONTACT FOR PLACEMENT OF CONTAINERS: KELLY RANSOME: 225-658-7272</p> <p>COST OF SERVICE PER MONTH FOR SEVEN (7) CONTAINERS: \$_____</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE) _____</p>	12	MO	_____	_____
00002	<p>COMMODITY CODE: 910-27-000000</p> <p>COST OF NON-SCHEDULED PICK-UPS AT AGENCY REQUEST: \$_____</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p>	1	LOT	_____	_____

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
<div></div>					